



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE

REFER TO FILE: **W-0**

December 8, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY  
MEMORANDUM OF UNDERSTANDING  
REGARDING WATER SUPPLY IN THE ANTELOPE VALLEY  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE  
VALLEY:**

Approve and instruct the Chair to sign the enclosed Memorandum of Understanding (MOU) between the Antelope Valley-East Kern Water Agency (AVEK) and the Los Angeles County Waterworks District No. 40, Antelope Valley (District), regarding water supplies in the Antelope Valley.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This action would allow the District to sign an MOU with AVEK outlining a number of actions by AVEK and the District that are intended to firm up the Antelope Valley water supplies and allow the District to resume issuing will-serve letters for new developments.

Currently, the District does not have sufficient water supplies to serve new developments within and adjacent to its service boundaries. In the MOU, both parties agree to develop a regional urban water management plan that will include several actions for managing the Antelope Valley's water supplies, such as: conjunctive use of the groundwater and imported water supplies, increasing AVEK's water treatment plant capacity, developing a water banking system, and implementing and promoting water conservation best management practices that promote and expand the use of recycled water.

#### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Service Excellence as it will help protect the available water supplies for our existing customers and provide direction for developing new water supplies for future customers.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed MOU is approved as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

This action is a nonproject according to Section 15378 of the California Environmental Quality Act (CEQA) Guidelines and is therefore exempt from CEQA requirements.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current County services or projects as result of this action.

The Honorable Board of Supervisors  
December 8, 2004  
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**CONCLUSION**

Upon approval, please return two certified copies of this letter and two originals of the enclosed MOU to Public Works, Waterworks and Sewer Maintenance Division. The copy marked "County" is for your use.

Very truly yours,

DONALD L. WOLFE  
Interim Director of Public Works

GE:pr  
BDL2170

Enc.

cc: Chief Administrative Office  
County Counsel

MEMORANDUM OF UNDERSTANDING  
TO SECURE AND FIRM UP WATER SUPPLIES IN THE ANTELOPE  
VALLEY

7<sup>th</sup> This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this day of December, 2004 by and between the Los Angeles County Waterworks District No. 40, Antelope Valley ("District") and the Antelope Valley East Kern Water Agency ("AVEK").

**RECITALS.**

WHEREAS, AVEK obtains its water through a service contract with the State of California Department of Water Resources which enables AVEK to deliver water from the State Water Project to a variety of customers, including retail water providers within the boundaries of AVEK; and

WHEREAS, the District obtains its water supplies from AVEK and also from the local groundwater basin; and

WHEREAS, AVEK's State Water Project allocation from the State in any given year is subject to fluctuations based on weather conditions; and

WHEREAS, the District's supply of water from AVEK is therefore unreliable because it is subject to fluctuations from year to year depending on said allocation of water to AVEK from the State; and

WHEREAS, the District's local groundwater supply is limited; and

WHEREAS, the District needs greater reliability in its water supplies to serve the District's current customers and to plan for future customers; and

WHEREAS, AVEK and the District wish to institute the measures contained in this MOU to help secure and firm up water supplies for the District and the Antelope Valley in general, including to plan and allow for future customers.

**TERMS AND CONDITIONS.**

NOW, THEREFORE, the parties hereby agree that:

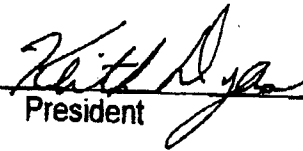
- I. AVEK will work in concert with the District and with other customers of AVEK to secure and firm up water supplies for the current and future needs of the Antelope Valley region through the development and implementation of an Urban Water Management Plan ("UWMP") that will include, but not be limited to:
  - A. increasing water supplies;
  - B. promoting conjunctive use of groundwater and imported water supplies;
  - C. increasing water treatment plant capacity;
  - D. promoting and expanding the use of recycled water;

- E. implementing water conservation best management practices by all users;
  - F. increasing water storage capabilities;
  - G. increasing availability of groundwater supplies by recharging the groundwater basin; and
  - H. developing a water banking system whereby the District and other AVEK customers will be able to purchase and store imported water during "wet" years and retrieve it during "dry" years.
- II. AVEK will continue to supply the imported water needs of the District and AVEK's other customers by:
- A. To the extent allowed by law, providing the District and other AVEK customers with their pro-rata share of State Water Project water allocated to AVEK each year, based upon their previous year's use of State Water Project water allocated to AVEK. The foregoing applies in the event that AVEK is not able to obtain sufficient imported water to supply all requests for such water by AVEK customers in any year;
  - B. Using best efforts to secure additional water supplies as may be needed by the District and other AVEK customers from sources other than AVEK's State Water Project allocation. It is understood that the District and other AVEK customers will reimburse AVEK for AVEK's additional costs of securing the additional water; and
  - C. Making available to the District and to other AVEK customers AVEK's unused State Water Project allocation and other water obtained by AVEK after the annual requested consumptive needs of AVEK's customers have been satisfied. If customer requests for such water in any year exceed the available supply, the unused water will be apportioned among those customers.
- III. AVEK, the District and other AVEK customers will be responsible for developing and implementing rate/fee schedules to satisfy the needs identified in the UWMP.
- IV. The understandings set forth in this Memorandum are declarative of AVEK's policy to be applied equitably to all of AVEK's customers.
- V. This Memorandum shall have a term of five years, unless earlier extinguished or extended by written instrument executed by both the District and AVEK.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their respective officers, duly authorized by Los Angeles County Waterworks District No. 40, Antelope Valley, on \_\_\_\_\_, 2004, and by the Antelope Valley-East Kern Water Agency on 12-7, 2004.

AVEK:

ANTELOPE VALLEY-EAST KERN  
WATER AGENCY

By   
President

DISTRICT:

LOS ANGELES COUNTY  
WATERWORKS DISTRICT NO. 40,  
ANTELOPE VALLEY

By \_\_\_\_\_  
Chair, Board of Supervisors of the  
County of Los Angeles, governing  
body thereof

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board Of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
COUNTY COUNSEL

By \_\_\_\_\_